IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

C.R.No.6766 of 2006

Date of Decision : 11.10.2007

T.C.C. Residents Welfare Association .....Petitioner

versus

M/s Technological Consultants Centre and others .....Respondents

CORAM : HON'BLE MR.JUSTICE HEMANT GUPTA

Present : Mr.Lokesh Sinhal, Adocate for the petitioner.
Mr.Harpawan Kumar, Advocate for respondent Nos. 5 to 9.

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JUDGMENT

HEMANT GUPTA, J.

The plaintiff is in revision aggrieved against the order passed by the learned trial Court dated 15.11.2006 whereby the plaintiff was directed to affix the ad valorem Court fee on the consideration value of the sale deed.

The plaintiff filed a suit for declaration pleading inter alia that believing the representation of defendant Nos.2, 3 & 4, the members of the plaintiff society advanced certain amount of money as token of acceptance of offer made by such respondents. The offer of respondent Nos.2, 3 & 4 was that in view of the dues payable to the members of the petitioner-association, the residential accommodation in their possession shall be sold to them.

It is the case of the plaintiff that defendant Nos.2, 3 & 4 assured the members of the plaintiff-society that as soon as the formalities of liquidation are over, the sale deed would be executed. It is pointed out that the plaintiff called upon defendant Nos.2, 3, & 4 to accept the final payment

but the sale deeds are not executed. Whereas, the sale deeds have been executed in favour of defendant Nos.6 to 9 and some other persons. The names of the purchasers were mentioned in the plaint. On the basis of such facts inter alia, the plaintiff sought a suit for permanent injunction restraining the defendants from alienating the suit property and from dispossessing the members of the Society from their respective residential accommodations. The plaintiff also sought declaration declaring the sale deeds in favour of other defendants as illegal, null and void and not binding on the plaintiff. The plaintiff has also claimed a decree of mandatory injunction to execute and register the deed of sale which they purportedly purchased from the defendant No.2 vide resolution dated 16.11.1995 in favour of the members of the plaintiff-Society in terms of the agreement of sale executed by defendant Nos.3 & 4.

A reading of the plaint leads no manner of doubt that, in fact, the suit is to seek specific performance of the agreement/promise made by defendant Nos.2 to 4. The challenge is also to the sale deeds executed by defendant Nos.2, 3 & 4 in favour of other defendants. Since the challenge is to the sale deeds, the plaintiff has been rightly called upon to affix the ad valorem Court fee in terms of the judgment of the Full Bench of this Court in case " ***Niranjan Kaur versus Nirbigan Kaur 1981 P.L.J.-423".***

Thus, I do not find any illegality or irregularity in the orders passed by the learned trial Court which may warrant interference of this Court in exercise of its revisional jurisdiction.

The revision petition stands dismissed.

11-10-2007 (HEMANT GUPTA)
*mohinder JUDGE